4:04-cv-40171-PVG-RSW Doc#1 Filed 06/15/04 Pg 1 of 50 Pg ID 1 50 Pg S

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## ORIGINAL

#### UNITED STATES DISTRICT COURT

#### FOR THE EASTERN DISTRICT OF MICHIGAN

SALVADOR LEYVA.

٧

Plaintiff.

MAGISTRATE JUDGE R. STEVEN WHALEN

COACHMEN R.V. COMPANY, L.L.C., an Indiana Corporation, and MICHAL ENTERPRISES, INC. d/b/a WALT MICHAL'S RV CENTER

a Michigan Corporation, Jointly and Severally,

Defendants.

JUDGE : Gadola, Paul V.

DECK : S. Division Civil Deck DATE : 06/15/2004 @ 14:30:43

CASE NUMBER : 4:04CV40171

CMP SALVADOR LEYVA V COACHMEN R

V CO ET AL (DQH)

CONSUMER LEGAL SERVICES, P.C. MARK ROMANO P-44014 STEVEN S. TOTH P-44487

Attorneys for Plaintiff 30928 Ford Road Garden City, MI 48135 (734) 261-4700

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

#### COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Croswell, Sanilac County, Michigan.

- 2. Defendant, Coachmen R.V. Company, L.L.C. (hereinafter referred to as "Manufacturer"), is an Indiana corporation engaged in the manufacture, sale distribution and/or importing of Motor Homes and related equipment, with its principal place of business in the City of Middlebury, Indiana.
- 3. Defendant, Michal Enterprises, Inc. d/b/a Walt Michal's R.V. Center (hereinafter referred to as "Seller"), is a Michigan corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's Motor Homes in the City of Belleville, Wayne County, Michigan.
- 4. On or about September 29, 2002, Plaintiff purchased a new 2003 Coachmen Motor Home, VIN: 4UZAAJBVX2CL01064 (hereinafter referred to as "2003 Motor Home"), from the Seller which was manufactured by the Manufacturer (see Retail Installment Contract attached as Exhibit A).
- 5. Along with the sale of the 2003 Motor Home, Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).
- 6. The Manufacturer's authorized agents/dealers, including the Seller, have attempted to repair the 2003 Motor Home's defects on at least ten (10) separate occasions and the motor home has been out of service due to repair for at least 154 days (see copy of repair orders, attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2003 Motor Home include the following:

CONSUMER LEGAL SERVICES

<u>Date</u>	<u>Days</u>	<u>Mileage</u>	Invoice #	Complaint
10/22/02	16	5,268	41811	ELECTRICAL DEFECT: Power mirror switch illuminates intermittently cuts out; WATER LEAK: when raining water leaks onto entry door carpeting and steps; wood chips are coming out from vents when a/c is on coming from vents above microwave and one in bedroom; HVAC DEFECT: a/c is not cooling enough in the rear of vehicle; STRUCTURAL DEFECT: damage upon delivery stone chips at passenger side front glass; entry door very hard to open and close feels restricted; passenger side storage compartment door shock has come off door; front sealer is peeling away from roof light mount
01/17/03	1	11,771	42525	HVAC DEFECT: A/C ducts have wood chips in them and the a/c does not blow hard enough in rear; WATER LEAK: windshield leaks water inside passenger side window leak on driver side; when raining rain comes in and soaks carpet and stairs; ELECTRICAL DEFECT: dome light under tv stays on all the time; steps entry door do not work can hear motor but steps will not move; power mirror switch illuminates intermittently cuts out; STRUCTURAL DEFECT: left closet door by bed opens by itself all the time; light next to bed on left side tilts down, not tight; generator has used 2 qts of oil since customer owned unit; stone chips at passenger side front; entry door very hard to open and close feels restricted; dome lights on top of unit outside yellow lights the seals are peeling away from roof light; slide out at top inside seal fell off

<u>Date</u>	<u>Days</u>	<u>Mileage</u>	Invoice #	Complaint
03/06/03	9	12,400	32523	STRUCTURAL DEFECT: Wind noise left front; lamp by bed tilts when driving; closet door by bed opens; front run lamps seals loose; top slide seal off; WATER LEAK: door gutter drips in coach; ELECTRICAL DEFECT: power mirror switch lamp inoperative; dome light under tv always on
06/10/03	8	12,451	33650	ELECTRICAL DEFECT: Customer states rear view mirror camera has interference
09/09/03	8	13,669	34861	ELECTRICAL DEFECT: Customer states disconnect solenoid inoperative; drivers side fan doesn't work unless tap on; mirror switch does not light up at night; half of cd player does not light up in display; STRUCTURAL DEFECT: windshield exterior seal needs sealed; slide out seal inside hanging down; slide out seal exterior coming off; lazy susie in cabinet apart; WATER LEAK: bathroom toilet leaks around base
09/24/03	7	13,755	35041	ELECTRICAL DEFECT: Customer states only half of cd player lights up; drivers side fan inoperative; mirror switch does not light up at night; check light keeps coming on fridge; WATER LEAK: toilet leaks bad around base; water still coming in slide out and seal coming off; FRONT END DEFECT: squeak coming from right front wheel when driving; STRUCTURAL DEFECT: bathroom vent crank stripped; wall board in bathroom left side loose; leno has something sticking almost like a nail wanting to come through; entrance screen door when closed gap top corner; drivers side front outside spray foam coming out; luggage compartment not sealed when light on at night can see right in

<u>Date</u>	<u>Days</u>	<u>Mileage</u>	Invoice #	Complaint
09/29/03	36	13,756		WATER LEAK: Water coming in slide out and seals coming off; FRONT END DEFECT: squeal at right front when driving; ENGINE DEFECT: generator starts very hard when cold; ELECTRICAL DEFECT: passenger side rear lower brake light inoperative; STRUCTURAL DEFECT: entrance screen door when closed has huge gap; passenger side outside panel piece popped out; drivers side front spray foam coming out by fender; luggage compartment not sealed properly; something under lino
01/29/04	37	13,805	36324	STRUCTURAL DEFECT: Windshield molding exterior coming off wont stay sealed; table is really loose; passenger front luggage compartment seal; battery disconnected; dashboard loose on left side since cd player installed; seal in left side of shower there's a big gap TRANSMISSION DEFECT: wont go into reverse; ELECTRICAL DEFECT: horn inoperative; right rear brake light inoperative; entry step operation would not pull out; battery light is on and voltage gauge dropped down
03/24/04	30	35,820	36799	ELECTRICAL DEFECT: battery light came on while driving on freeway alternator not charging; ENGINE DEFECT: check engine light keeps coming on; customer states unit wont start with key; WATER LEAK: passenger front luggage comp seal leaks; FRONT END DEFECT: snapping noise in front brakes when applied; passenger side rear inner tire losing air

<u>Date</u>	<u>Days</u>	<u>Mileage</u>	<u>Invoice #</u>	Complaint
04/05/04	2	N/A	20062	ELECTRICAL DEFECT: Chassis disconnect solenoid inoperative; entry steps noisy sounds like gears stripped or skipping; noise in radio when defrost fans are on; back up monitor gets static; wiper washer hoses always binding; STRUCTURAL DEFECT: entry door binds; leno bubbling up; left front trim cracked; rear wheel liner off center; passenger front compartment door seal; WATER LEAK: passenger side inside rear dual slow leak

#### Days Out of Service: 154

- 7. This cause of action arises out of Defendants', various breaches of warranties, violations of statutes as hereinafter alleged.
- 8. The amount in controversy exceeds Fifty Thousand Dollars (\$50,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential and actual damages including interest, costs, and actual attorneys' fees.

#### COUNT I BREACH OF EXPRESS WARRANTY

- 9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.
- 10. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19,2103.
- 11. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

- 12. The 2003 Motor Home constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.
- 13. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.
- 14. Plaintiff's purchase of the 2003 Motor Home was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the home.
- 15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2003 Motor Home free of charge to Plaintiff under specific terms as stated in the express warranty.
- 16. In fact, Plaintiff discovered the 2003 Motor Home had defects and problems after Plaintiff purchased the home as discussed above.
  - 17. Plaintiff notified Manufacturer and Seller of the aforementioned defects.
- 18. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2003 Motor Home.
- 19. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.
- 20. The Manufacturer and Seller have failed to adequately repair the 2003 Motor Home and/or have not repaired the 2003 Motor Home in a timely fashion, and the 2003 Motor Home remains in a defective condition.

- 21. The 2003 Motor Home's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).
- 22. The 2003 Motor Home continues to contain defects which substantially impair the value of the 2003 Motor Home to the Plaintiff.
- 23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2003 Motor Home.
- 24. The Manufacturer and Seller induced Plaintiff's acceptance of the 2003 Motor Home by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.
- 25. The many defective conditions on the 2003 Motor Home have substantially impaired the value to the Plaintiff.
- 26. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2003 Motor Home was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

27. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
  - B. For a refund of the purchase price paid by Plaintiff for the 2003 Motor Home;
- C. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;
  - D. For incidental, consequential and actual damages;
  - E. For costs, interest and actual attorneys' fees; and
  - F. For such other relief this Court deems appropriate.

## COUNT II BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

- 28. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.
- 29. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.
- 30. The 2003 Motor Home was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.
- 31. The 2003 Motor Home was not fit for the ordinary purpose for which such goods are used.

- 32. The defects and problems hereinbefore described rendered the 2003 Motor Home unmerchantable.
- 33. The Manufacturer and Seller failed to adequately remedy the defects in the 2003 Motor Home; and the 2003 Motor Home continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
  - B. For damages occasioned by the breach of the implied warranty;
  - C. For a refund of the purchase price paid by Plaintiff for the 2003 Motor Home;
- D. To cancel Plaintiff's retail installment contract and pay off the balance on the contract:
  - E. For consequential, incidental and actual damages;
  - F. Costs, interest and actual attorneys' fees; and
  - G. Such other relief this Court deems appropriate.

## COUNT III REVOCATION OF ACCEPTANCE

- 34. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.
- 35. Plaintiff accepted the 2003 Motor Home without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the home by the difficulty of discovery of the above defects.

- 36. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.
- 37. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.
- 38. The nonconformities substantially impaired the value of the 2003 Motor Home to the Plaintiff.
- 39. Plaintiff has previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of their purchase price for the 2003 Motor Home and out-of-pocket expenses. (See copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).
- 40. Manufacturer and Seller have nevertheless refused to accept return of the 2003 Motor Home and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
  - B. For a refund of the purchase price paid by Plaintiff for the 2003 Motor Home;
- C. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;
  - D. For consequential, incidental and actual damages;

- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

# COUNT IV BREACH OF WRITTEN WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

- 41. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 40 as though herein fully restated and realleged.
- 42. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).
- 43. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).
- 44. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).
- 45. The 2003 Motor Home is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).
- 46. The 2003 Motor Home was manufactured, sold and purchased after July 4, 1975.
- 47. The express warranty given by the Manufacturer pertaining to the 2003 Motor Home is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).
- 48. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on motor homes under Manufacturer's motor home warranties.

49. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
  - B. For a refund of the purchase price paid by Plaintiff for the 2003 Motor Home;
- C. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;
  - D. For consequential, incidental and actual damages;
  - E. For costs, interest and actual attorneys' fees; and
  - F. Such other relief this Court deems appropriate.

# COUNT V BREACH OF IMPLIED WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

- 50. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 49 as though herein fully stated and realleged.
- 51. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

- B. For a refund of the purchase price paid by Plaintiff for the 2003 Motor Home;
- C. To cancel Plaintiff's retail installment contract and pay off the balance on the contract:
  - D. For consequential, incidental and actual damages:
  - E. For costs, interest and actual attorneys' fees; and
  - F. Such other relief this Court deems appropriate.

#### COUNT VI VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT MCLA 445.901 ET SEQ.

- 52. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 51 as though herein fully restated and realleged.
- 53. Plaintiff is a "person" within the meaning of MCLA 445.903(c); MSA 19,418(2)(c).
- 54. Manufacturer and Seller are engaged in "consumer transactions" as defined in MCLA 445.902(d).
- 55. The Manufacturer and Seller have engaged in unlawful, unfair, unconscionable, or deceptive methods, acts or practices, including but not limited to:
- (a) The Manufacturer and Seller represented to Plaintiff the 2003 Motor Home and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.
- (b) The Manufacturer and Seller represented to Plaintiff the 2003 Motor Home and the warranty thereof were of a particular quality and standard and they were not.

- (c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2003 Motor Home, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.
- (d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2003 Motor Home.
- (e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2003 Motor Home and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.
- (f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2003 Motor Home to be other than they actually were.
- (g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2003 Motor Home to be other than it actually was.
- (h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2003 Motor Home to Plaintiff.
- 56. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

#### COUNT VII BREACH OF CONTRACT

- 57. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 56 as though herein fully restated and realleged.
- 58. An express limited warranty covering one year from the date of purchase, accompanied the delivery of the 2003 Motor Home to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts found to be defective in factory-supplied materials or workmanship.
- 59. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2003 Motor Home created a contractual relationship between the Manufacturer/Seller and Plaintiff.
- 60. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2003 Motor Home;

- B. For return of an amount equal to Plaintiff's downpayment and all payments made by Plaintiff to the Defendants;
  - C. For incidental, consequential, exemplary and actual damages;
- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
  - E. For costs and expenses, interest, and actual attorneys' fees; and
  - F. Such other relief this Court deems appropriate.

## COUNT VIII RESCISSION OF CONTRACT

- 61. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 60 as though herein fully restated and realleged.
- 62. An express limited warranty covering one year from the date of purchase, accompanied the delivery of the 2003 Motor Home to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts found to be defective in factory-supplied materials or workmanship.
- 63. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2003 Motor Home created a contractual relationship between the Manufacturer/Seller and Plaintiff.
- 64. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.
- 65. The actions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

#### CONSUMER LEGAL SERVICES

66. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

- A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring the Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2003 Motor Home to the Defendants;
- B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2003 Motor Home;
- C. For return of an amount equal to Plaintiff's downpayment and all payments made by Plaintiff to the Defendants;
  - D. For incidental, consequential and actual damages;
  - E. For costs and expenses, interest, and actual attorneys' fees; and
  - F. Such other relief this Court deems appropriate.

#### **JURY DEMAND**

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By:

MARK ROMANO P-44014 STEVEN S. TOTH P-44487

Attorneys for Plaintiff 30928 Ford Road

Garden City, MI 48135

(734) 261-4700

Dated: June 9, 2004

FAX NO<del>. :</del>18106790092

May. 27 2004 01:50PM P2

DATE 09/29/2002



## RETAIL INSTALLMENT CONTRACT, SECURITY AGREEMENT, AND DISCLOSURE STATEMENT (Simple Interest)

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Mailing Address: P.O. Box 770 - Belleville, MI 48112-0770 THANK YOU FOR YOUR BUSINESS CUSTOMER COPY

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PAGE 2 OF 3

FPX NO. : 18106798092

FROM: MEGAN

[CONTINUED ON NEXT PAGE]

# The Uldmate R.V. Super Store

www.wmiebalrv@rvemeriea.eom NEW & USED SALES . SERVICE . COMPLETE RENTALS . PARTS & ACCESSORIES

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www.wm16b6lfr@rramer16a.eom

RECOMMENDED SERVICES	STATE REG. # F-148294

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			SERVICE HOURS: Mon. • Fri. 6:00 A.M. • 6:00 P.M.	
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PAGE 2 OF :		CUST <b>RUM</b> R GANGER	Saturday 8:00 A.M 4:00 P.M.	AT RA



44700 N. I-94 Service Dr. • P.O. Box 770 • Believille, Michigan 48111 (734) 687-2500 • 1-800-697-2500 Fax: (734) 697-6205

www.wmiiobalrv@rvameriioa.com

STATE REG. # F-148294 RECOMMENDED SERVICES OPERATION OPERATION DESCRIPTION

OPERAT	LOF LUBE/OIL/FILTER COOLSYS SERVICE COOLING SYST FRITHHPK FRONT WHEEL-REPACK PACL WHL BRGS	MOMI	OPERATION DESCRIPTION MO/MI TOTAL TIRE ROTATION MI 0.00 REPLACE AIR FILTER MI 0.00 LTR REPLACE FUEL FILTER MI 0.00 CLEAN/INSPECT BRAKES MI 0.00
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FROM : MEGAN



44700 N. J-94 Service Dr. • P.O. Box 770 • Belleville, Michigan 48111 (734) 697-2500 • 1-800-697-2500 Fax: (734) 697-6205

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OPERATION | OPERATION DESCRIPTION

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OPERATION | OPERATION DESCRIPTION

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RECOMMENDED SERVICES

STATE REG. # F-148294

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Color

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State Reg. No. F-141152

Liceres

Service Advisor.

Leif McRobbie

Make/Model

COACHMEN COUNTRY

SERVICE

3755 S. Van Dyke Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

MI 48422

Sold To:

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16 N Flower St CROSWELL Co.# 01

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And Other Derson To Assume For It Any Liability In Connection With This Sale.

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Page 1

FROM: MEGAN

FROM : MEGAN

FAX NO. :18106790092

Sarvice Order Number Service Advisor VIRI

May. 27 2004 01:23PM P18



State Reg. No. F-141152

B. Hilliam Committee

SERVICE INVOICE

3755 S. Van Dyke Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

PRIMARY TECH: STEPHEN HUNT #M107635

LINE 8

Co.# 01

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TOP SLIDE SEAL OFF



CUSTOMER SIGNATURE

### Chrysler - Dodge - Jeep - RV

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State Reg. No. F-141152

CUSTOMER TOTAL .....

SERVICE INVOICE

3755 S. Van Dyke Rd. Mariette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Co.# 301

Said To:	Service Order Number	Service Advisor	YIN
	33650	Laif McRobbie	1TCA0839031702741
SALVADOR LEYVA 16 N Flower St	Color Year &	taka/Model License	Engine Sik.#
CROSWELL MI 48422		CHMENK COUNTRY	
Business Phone: (810) 516-1706	Mitosgo tn/Out Fag.	Delivery Date Rate	Dog. Count Plan
Home Phone: (810) 679-4008	12451 / 12452		2
	Tax Exempt	Delu/Time in	Dete/Time Out
<u></u>		6/10/2003 14:18	6/17/2003 16:40

LINE 1	C/S REAR VIEW MIRROR CAMERA HAS INERFERENCE CK AND ADVISE
TECH COMM:	INSPECTED CABLE FROM FRONT TO REAR FOR SHORTS PULLED REAR CAMERA AND FOUND CORROSION IN CONNECTO R CLEANED BUT DID NOT HOLD CUT OUT AND HARD WIRED
REPAIR 1 OPCODE: 49A HRS: 2.00	RV REPAIRS SALE TYPE: COACHMEN WA WTY
PRIMARY TECH:	STEPHEN HUNT
INVOICE PRINTE	ED FROM CLOSED SO: 12/05/03
•	THANK YOU FOR YOUR BUSINESS HAVE A WONDERFUL DAY

\$.00

### Chrysler - Dodge - Jeep - RY

www.MarlettaChrysler.com www.MarletteRV.com

State Reg. No. F-141152

SERVICE INVOICE

3755 S. Van Dyke Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Co.# 01

Said to:	Service Order Number	Bervice Advisor	VIN
	34861	Laif McRobbie	1TCA0639031702741
SALVADOR LEYVA 16 N Flower St	Color Year V	take/Model: Licertee	Engina Sti.#
CROSWELL MI 48422		HMEN COUNTRY	
Business Phone: (810) 516-1706	Mileage In/Out Tag	Delivery Onto Rate	Dog Count Plan
Home Phone: (810) 679-4008	13669 / 13669 410		2
	Fex Exempt	Date/Time in	Date/Time Out
		9/09/2003 9:51	9/16/2009 16:20

-----email:

LINE

CUSTOMER STATES DISCONNECT SOLENOID INOP BYPASSED

RIGHT NOW CHECK AND ADVISE

TECH COMM:

INSPECTED FOUND SYSTEM NOT WORKING FOUND NO POWER GOING TO SOLENOID FOUND SHORT IN WIRE FROM DISCONN ECT SWITCH TO SOLENOID REPAIRED AS NECESSARY ST 1.

REPAIR 1

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WIY

HRS: 1.50

PRIMARY TECH: Leif McRobbie

LINE 3 WINDSHIELD EXTERIOR SEAL NEEDS SEALED

TECH COMM:

RESEALED WINDSHIELD

ST .8

REPAIR 1

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

.80

PRIMARY TECH: Leif McRobbie

LINE 4

DRIVERS SIDE FAN DOESN'T WORK UNLESS TAP ON

TECH COMM:

PARTS ON ORDER

REPAIR 1

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

PRIMARY TECH: Leif McRobbie

LINE 5

TECH COMM:

MIRROR SWITCH DOES NOT LIGHT UP AT NIGHT

PARTS ORDERED

REPAIR 1

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

PRIMARY TECH: Leif McRobbie

LINE 6

SLIDE OUT SEAL INSIDE HANGING DOWN

TECH COMM:

REMOVED SEAL STRAIGHTENED AND REATTACHED

ST .5

The Manufacturers Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

May. 27 2004 01:20PM P13

FAX NO. :1810679092

Page 1

FROM : MEGAN

FROM : MEGAN

FAX NO. :18106790092 Chrysler - Dodge - Jeep - RV www.MarletteChryslor.com www.MarletteRV.com

May. 27 2004 01:27PM P1 State Reg. No.

F-141152

SALE TYPE: COACHMEN WA

SALE TYPE: COACHMEN WA

SALE TYPE: COACHMEN WA WTY

SALE TYPE: COACHMEN WA

SERVICE INVOICE

Co.# 01

WTY

WTY

3756 S. Van Dyke Rd.	Marietto, MI 48453	(989) 635-3613	FAX (989) 635-3092

Sold Tes		vice Order Num	Der Service	Advisor	* 2	AIM
(a)		34861	Leif Mc	Robbie	1TC	A0839031702741
SALVADOR LEYVA	SSE SCHOOL SECTION	T40	Doc Court	Date/Tim	in	Dale/Time Out
60 64 64 64 64 64 64 64 64 64 64 64 64 64	X.	410	2	9/09/2003	9:51	9/16/2003 16:20

RV REPAIRS 1 REPAIR

OPCODE: 49A HRS: .50

PRIMARY TECH: Leif McRobbie

LINE 7 SLIDE OUT SEAL EXTERIOR COMING OFF REMOVED SEAL AND REINSTALLED TECH COMM:

ST .5

REPAIR 1 RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

HRS: .50

PRIMARY TECH: Leif McRobbie

LINE 8

BATHROOM TOLIET LEAKS AROUND BASE

TECH COMM: REMOVED SCHROUD AND TIGHTENED BOLTS ON STOOL BASE

ST .3

REPAIR 1

RV REPAIRS OPCODE: 49A

HRS: .30

PRIMARY TECH: Leif McRobbie

LINE 9

LAZY SUSIE IN CABINET APART

TECH COMM:

REATTACHED AS NECESSARY

ST .2

REPAIR 1

RV REPAIRS

OPCODE: 49A

.20

PRIMARY TECH: Leif McRobbie

LINE 10

HALF OF CD PLAYER DOES'NT LIGHT UP IN DISPLAY

TECH COMM: ORDERED NEW RADIO 7291 .5 WHEN COMES IN

AUTH # 27152

REPAIR 1 RV REPAIRS

OPCODE: 49A

PRIMARY TECH: Leif McRobbie

INVOICE PRINTED FROM CLOSED SO: 12/05/03

THANK YOU FOR YOUR BUSINESS HAVE A WONDERFUL DAY | | |

The Manufacturers Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties. Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sal-



State Reg. No. F-141152

SERVICE INVOICE

3755 S. Van Dyko Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Co.# 01

Seld Tex	Service Crast Number	Service Order Number Service Advisor		
	35041	Leif McRobbie	1TCA0639031702741	
SALVADOR LEYVA 16 N Flower St	Color - Your M	aka/Model License	Engine Ste.#	
CROSWELL MI 48422	2003 COAC	HMENX COUNTRY		
Business Phone: (810) 516-1706	Milesge In/OutTeg	Delivery Cete Pete	Doc. Count Plan	
Home Phone: (810) 679-4008	13755 / 13755 433		2	
	Tax Exampt	Cale/Time in	Onte/Time Gut	
		9/24/2003 14:07	9/30/2003 14:58	

INSTALL SPECIAL ORDERED PARTS REPLACED RADIO TECH COMM: 7291A .5 RV REPAIRS REPAIR 1 WTY SALE TYPE: COACHMEN WA OPCODE: 49A HRS: .50 PRIMARY TECH: THOMAS LAYMAN WARR PARTS: DESC FP QTY PRICE SALE TYPE PARTS 760337 AM/FM/CD Y 1 RV COACHMEN WARRAN \_\_\_\_\_\_\_\_\_ LINE 2 DRIVERS SIDE FAN INOP INTERMITLY INSTALL SOP TECH COMM: REPLACED FAN 7130A .3 REPAIR RV REPAIRS 1 OPCODE: 49A SALE TYPE: COACHMEN WA WTY .30 PRIMARY TECH: THOMAS LAYMAN WARR PARTS: ٦ DESC FP QTY PRICE SALE TYPE PARTS 458321 DEFROSTER Y 1 RV COACHMEN WARRAN WTY ....... LINE 3 TOLIET LEAKS BAD AROUND BASE TECH COMM: REPLACED TOLIET SEAL 5133A .6 REPAIR 1. RV REPAIRS OPCODE: 49A SALE TYPE: COACHMEN WA .60 HRS: PRIMARY TECH: THOMAS LAYMAN WARR PARTS:

PARTS DESC FP QTY PRICE SALE TYPE RV

25051472 FLANGE SE Y 1 COACHMEN WARRAN WTY

> The Manufacturers Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Discialms All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.



State Reg. No. F-141152

SALE TYPE: COACHMEN WA

SERVICE INVOICE

3755 S. Van Dyke Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Co.# 01

WTY

Sold To:	Service Order Nun	nb <b>er</b> Bervice	Advisor	·····VI	N State of S
SALVADOR LEYVA	35041	Leif McRobbie		1TCA0839031702741	
		Doo Count	Date/Time	in Dati	e/Time Out
0. 3. 2	433	2	9/24/2003 14	4:07 9/30	/2003 14:58

LINE

MIRROR SWITCH DOES NOT LIGHT UP AT NIGHT INSTALL

SOP

TECH COMM:

REPLACED MIRROR SWITCH

2046A .3

REPAIR 1 RV REPAIRS

OPCODE: 49A

HRS: .30

PRIMARY TECH: THOMAS LAYMAN

WARR PARTS:

PARTS DESC FP QTY PRICE SALE TYPE

664232 MIRROR CO Y 1 RV

COACHMEN WARRAN WTY

WATER STILL COMING IN SLIDE OUT AND SEAL COMING LINE

OFF

TECH COMM: SEAL ON ORDER

REPAIR 1 RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

PRIMARY TECH: THOMAS LAYMAN

6 CHECK LIGHT KEEPS COMING ON FRIDGE LINE

TECH COMM:

FOUND BURNER SENSOR OUT OF ADJUSTEMENT

REPAIR

RV REPAIRS

OPCODE: 49A

HRS: .40

PRIMARY TECH: THOMAS LAYMAN

LINE 7

SQUEAK COMING FROM RIGHT FRONT WHEEL WHEN DRIVING

TECH COMM:

DIFFERENT RO

REPAIR 7 RV REPAIRS

OPCODE: 49A

SALE TYPE: CUSTOMER PA

SALE TYPE: COACHMEN WA

PRIMARY TECH: THOMAS LAYMAN

LINE 8

BATHROOM VENT CRANK STRIPPED

TECH COMM:

ADJUSTED AS NECESSARY

ST .3

REPAIR

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA

WTY

\$.00

WIY

HRS:

.30

1

PRIMARY TECH: THOMAS LAYMAN

The Manufacturers Warranty Constitutes All Of The Warrantles With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

Page 2



## Ohrvsler - Dodge - Joon - RV

State Reu. No. F-141152

PEROVICE INYOICE

0765 G. Van D<u>yka Fd. Madalla,</u> MI 46453\_{959} 635-3613 FAX (989) 635-3092

Co.# 01

Service of the servic	Section Control		Attended:	
SALVADOR LEYVA	35041	Leit Mo	Hobbie	1TCA0839031702741
OALIADON LETVA	Tag	Dog Count	Date/Time in	Date/Time Out
**************************************	433	2	9/24/2003 14:07	9/30/2003 14:58

LINE 11

CUSTOMER STATES WALL BOARD IN BATHROOM LEFT SIDE

LOOSE

TECH COMM:

R&I AND REINSTALLED WALL BOARD

ST 1.0

REPAIR

RV REPAIRS

OPCODE: 49A

1

SALE TYPE: COACHMEN WA WTY

HRS: 1.00

PRIMARY TECH: THOMAS LAYMAN

LINE 12

CUSTOMER STATES LENO HAS SOMETHING STICKING ALMOST

LIKE A NAIL WANTING TO COME THROUGH CHECK AND

ADVISE

TECH COMM:

LENO ORDERED

REPAIR 1

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA

PRIMARY TECH: THOMAS LAYMAN

LINE 13

C/S ENTRANCE SCREEN DOOR WHEN CLOSED GAP TOP CORNE

TECH COMM:

PARTS ORDERED

REPAIR 1. RV REPAIRS

OPCODE: 49A

WTY SALE TYPE: COACHMEN WA

PRIMARY TECH: THOMAS LAYMAN

1

LINE 15

DRIVERS SIDE FRONT OUTSIDE SPRAY FOAM COMING OUT

REPAIR

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA

WTY

WTY

LINE 16

LUGGAGE COMPARTMET NOT SEALED WHEN LIGHT ON AT NIG

HT CAN SEE RIGHT IN

TECH COMM:

PARTS ORDERED

REPAIR 1 RV REPAIRS

OPCODE: 49A

PRIMARY TECH: THOMAS LAYMAN

\$.00 SALE TYPE: CUSTOMER PA

INVOICE PRINTED FROM CLOSED SO: 12/05/03

THE Manufacturers Warranty Constitutes Air by The Warranties With Respect You The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Mast: 10 boos 25 hew Sessime For It Any Liability In Connection With This Sale.

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FROM: MEGAN

FROM : MEGAN

## Chrysler - Dodge - Jeep - RY

State Reg. No. F-141152

SALE TYPE: COACHMEN WA

SERVICE INVOICE

Co.#\01

WTY

www.MarletteChrysler.com www.MarletteRV.com

3755 S. Van Dyke Rd. Mariette, Mi 48453 (989) 635-3613 FAX (989) 635-3092

	Service Order Number		
<del></del>	35096	Leif McRobbie	1TCA0839031702741
SALVADOR LEYVA	Color Year M	ke/Wodel Loense	Engilia Cik.
16 N Flower St CROSWELL MI 48422	31 1	HMEIX COUNTRY	
Business Phone: (810) 516-1706	Milege In/Out 7eg	Delivery Date Rate	Coa Count Plan
Home Phone: (810) 679-4008	13756 / 13756 433		3
	Tax Exemp	Date/fime in	Date/Time Out
Santanana kanasa ka sa	3	9/29/2003 14:31	11/05/2003 9:28

.\_\_\_\_email:

SOMETHING UNDER LINO LINE 1

REMOVED LINO FOUND SCREWS STICKING UP SECURED TECH COMM:

SCREWS REPLACED LINO TRIMMED AROUND ALL CABINETS

ST 12.0

RV REPAIRS REPAIR 1

OPCODE: 49A

HRS: 12.00 PRIMARY TECH: JACK SEIBERT

WARR PARTS: 18

FP QTY PRICE SALE TYPE PARTS DESC

WTY 735651 LINOLEUM Y 18 COACHMEN WARRAN RV

SALE TYPE RV FREIGHT LINO NET ITEM: M

WTY COACHMEN WARRAN

LINE 2 WATER COMING IN SLIDE OUT AND SEALS COMING OFF

PARTS ON ORDER TECH COMM:

REPAIR 1 RV REPAIRS

SALE TYPE: COACHMEN WA WTY OPCODE: 49A

PRIMARY TECH: JACK SEIBERT

LINE 3 SQUEAL AT RIGHT FRONT WHEN DRIVING

TECH COMM: NO PROBLEM FOUND

1 RV REPAIRS REPAIR

SALE TYPE: WARRANTY RV WTY OPCODE: 49A

PRIMARY TECH: MICHAEL MADISON

LINE 4 GENERATOR STARTS VERY HARD WHEN COLD TECH COMM: PARTS ORDERED

REPAIR 1 RV REPAIRS

OPCODE: 49A SALE TYPE: COACHMEN WA WTY

PRIMARY TECH: STEPHEN HUNT

The Manufacturers Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

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## Chrysler - Dodge - Jeen - RY

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State Reg. No. F-141152

SERVICE INVOICE

3755 S. Van Dyke Rd. Mariette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Co.# 01

\$.00

Sold To:	Barvice Order Nun	iber Borvice	Advisor	VIN
SALVADOR LEYVA	35096	Leif Mo	Robbie	1TCA0899031702741
OABTADON CENTA	T <b>w</b>	Dos Count		in Date/Time Out
**************************************	433	3	9/29/2003 14	1:31 11/05/2003 9:28

LINE

PASS SIDE REAR LOWER BRAKE LIGHT INOP

TECH COMM:

REINSTALLED ELECTRICAL CONNECTOR CHECKED BULBS

WORKING OK

REPAIR

RV REPAIRS

OPCODE: 49A

PRIMARY TECH: JACK SEIBERT

LINE 6

ENTRANCE SCREEN DOOR WHEN CLOSED HAS HUGE GAP

TECH COMM:

PARTS ORDERED

REPAIR 1 RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

PRIMARY TECH: JACK SEIBERT

LINE 7

PASS SIDE OUTSIDE PANEL PIECE POPPED OUT

TECH COMM:

PARTS ORDERED

REPAIR ٦ RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

SALE TYPE: CUSTOMER PA

PRIMARY TECH: STEPHEN HUNT

LINE 8

DRIVERS SIDE FRONT SPRAY FOAM COMING OUT BY FENDER

TECH COMM:

LATER DATE

REPAIR 1

RV REPAIRS

OPCODE: 49A

WTY SALE TYPE: COACHMEN WA

PRIMARY TECH: STEPHEN HUNT

LINE 9

LUGGAGE COMPARTMENT NOT SEALED PROPERLY

TECH COMM:

DIFFERENT RO

REPAIR 1 RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA

PRIMARY TECH: STEPHEN HUNT

INVOICE PRINTED FROM CLOSED SO: 12/05/03

THANK YOU FOR YOUR BUSINESS HAVE A WONDERFUL DAY | | |

CUSTOMER SIGNATURE The Manufacturers Warranty Constitutes All Of The Warrantines With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes

Anv Other Person To Assume For It Any Liability In Connection With This Sale.

\$.00

WTY

Page 2

FROM: MEGAN



State Reg. No. F-141152

SERVICE INVOICE

3755 S. Van Dyke Rd, Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Co.# 01

	36324	ANTHONY GOSS .	ITCA0839031702741
<b>Salvador Leyva</b> 16 N Flower St		Mako/Model: License	ergine : Engine :
CROSWELL MI 48422	2003 COA	CHMENX COUNTRY	
Business Phone: (810) 516-1706	Mileago In/Out Tag	Delivory Date Rate	Dec. Count Plan
Hame Phone: (810) 679-4008	13805 / 13806		1 1
	Tax Exempt	Dale/Time in	Cate/Time Out
	"	1/29/2004 15:51	3/06/2004 11:11

-----email:

LINE 1

WINDSHIELD MOLDING EXTERIOR COMING OFF WONT STAY S

EALED

TECH COMM:

REPLACED WINDSHIELD MOLDINGS EXTERIOR

REPAIR 1

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

PRIMARY TECH: THOMAS LAYMAN

WARR PARTS: 29

PARTS

FP QTY PRICE SALE TYPE DESC

RV RV

396365 TRIM LACE Y 28 08609 WINDSHEIL N 1

COACHMEN WARRAN COACHMEN WARRAN WTY WTY

NET ITEM: M RV FREIGHT

SALE TYPE

COACHMEN WARRAN

LINE 2\*

TABLE IS REALLY LOOSE

TECH COMM:

INSPECTED TABLE SEEMS NORMAL COMPARED TO OTHERS

REPAIR

OPCODE: 49A

RV REPAIRS

SALE TYPE: COACHMEN WA

WTY

DRIMARY TECH, THOMAG TAVMAN

LINE 3\* PASS FRONT LUGGAGE COMP SEAL TECH. COMM: PARTS ON SPECIAL ORDER

REPAIR 1 RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA

WTY

PRIMARY TECH: THOMAS LAYMAN

LINE 4\*

BATTERY DISCONNECT DID NOT TO DISCONNECT CHECK AND

ADVISE

TECH COMM:

INSPECTED OPERATING AS DESIGNED

REPAIR 1

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

PRIMARY TECH: THOMAS Manual Months Warranty Constitutes All Of The Warranties With Respect To

Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes

Any Other Person To Assume For It Any Liability In Connection With This Sale. 25006490181: 100 XH-1

Page 1

FROM: MEGAN



State Reg. No. F-141152

SERVICE INVOICE

3755 S. Van Dyke Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Co.# 01

Sold To:	== Bervice (	order Number	Service	Advisor	VIN	3776		
Saivador Leyva	W	36324	ANTHON	IY GOSS	1TCA0839031702741			
Salvador Leyva	Tag	0.	oc. Court	:::: Date/Time II	n Detw/Time	Out		
	. "		1	1/29/2004 15:	51 3/06/2004 1	1:11		

LINE

DASH BOARD LOOSE ON LEFT SIDE -SINCE CD PLAYER PUT

IN

TECH COMM:

REPLACED VELCRO ON DASH

REPAIR 1 RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

COACHMEN WARRAN

PRIMARY TECH: THOMAS LAYMAN

WARR PARTS:

3

PARTS

RV

DESC

267823 VELCRO

FP QTY Y 3

PRICE SALE TYPE

WTY

NET ITEM: M RV FREIGHT/VELCRO

SALE TYPE

WTY

6\* LINE

WONT GO INTO REVERSE CK AND ADVISE

TECH COMM:

ADJUSTED CABLE AS NECESSARY

REPAIR 1

RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA

SALE TYPE: COACHMEN WA

COACHMEN WARRAN

WTY

WTY

PRIMARY TECH: MICHAEL MADISON

LINE 7\*

HORN INOP

TECH COMM:

BOTH HORNS WORKING AT THIS TIME

REPAIR 1

RV REPAIRS

OPCODE: 49A

PRIMARY TECH: MICHAEL MADISON

LINE 8\*

SEAL IN LEFT SIDE OF SHOWER THERE'S A BIG GAP

TECH COMM:

RESEALED SHOWER

REPAIR 1 RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA

WTY

PRIMARY TECH: THOMAS LAYMAN

WARR PARTS:

RV

DESC

PRICE SALE TYPE

PARTS

00689973 SWEEP BOT Y 1

COACHMEN WARRAN

WTY

LINE 9\* RIGHT REAR BRAKE LIGHT INOP TECH COMM: REPLACED BRAKE LIGHT ASSEMBLY

The Manufacturers Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties. Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose. And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

FROM : MEGAN

Page 2

May. 27 2004 01:19PM P11

FAX NO. :1810679092



F-141152

SERVICE INVOICE

3755 S. Van Dyke Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Sold To:	Service Order Nun	ber Bervice	Advisor	VIN
Salvador Leyva	36324	ANTHO	NY GOSS	1TCA0839031702741
Garragor Meyra		Dec Count	Date/Time	In Detectine Out
; ————————————————————————————————————		1	1/29/2004 15	5:51 3/08/2004 11:11
			,	

REPAIR 1 RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA WTY

PRIMARY TECH: THOMAS LAYMAN

WARR PARTS:

FP QTY PARTS DESC PRICE SALE TYPE

504342 TAILIGHT Y 1 RV WTY COACHMEN WARRAN

NET ITEM: M RV FREIGHT/TAIL LIGHT SALE TYPE

COACHMEN WARRAN WTY 

LINE 10\* CHECK ENTRY STEP OPERATION WOULD NOT PULL OUT

INSPECTED VERIFIED CONCERN NECESSARY TO REPLACE TECH COMM:

MOTOR GEAR ASSEMBLY

REPAIR RV REPAIRS 1

WTY SALE TYPE: COACHMEN WA OPCODE: 49A

PRIMARY TECH: THOMAS LAYMAN

WARR PARTS:

DESC FP QTY PRICE SALE TYPE PARTS

COACHMEN WARRAN 755891 STEP MOTO Y 1 WTY RV

RV FREIGHT SALE TYPE NET ITEM: M

WTY COACHMEN WARRAN

CUSTOMER STATES BATTERY LIGHT IS ON AND VOLTAGE LINE 11\*

GAUGE DROPPED DOWN

INSPECTED FOUND INTERNALLY SHORTED ALTERNATOR TECH COMM:

INSTALLED NEW ALTERNATOR

ELECTRICAL REPAIR

SALE TYPE: CUSTOMER PA \$.00 OPCODE: 08

PRIMARY TECH: MICHAEL MADISON

"\*" Following the line number denotes added operation.

THANK YOU FOR YOUR BUSINESS HAVE A WONDERFUL DAY!!!

CUSTOMER SIGNATURE \_\_\_\_\_

\$.00 CUSTOMER TOTAL .....

The Manufacturers Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warrantles. Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

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FROM : MEGAN

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Chrysler - Dodge - Jeep - RV State Reg. No. www.MarletteChrysler.com www.MarletteRV.com

F-141152

SERVICE INVOICE

Co.# 01

3755 S. Van Dyke Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Sold To:	Service Order Num	<b>W</b>	Service	Advisor	3			
**************************************	36799		ANTHON	Y GOSS	1TCA0839031702741			
Salvador Leyva 16 N Flower St	Color		ake/Model	License	Engline	614.#		
CROSWELL MI 48422	2003		HMERK COUNTRY					
Business Phone: (810) 516-1706	Mileage In/Out	10	Delivery Date	Reto:	Doe, Count	Plen		
Home Phone: (810) 679-4008	35820 / 35821				1	Tille in basic and a second		
	Tac Exampt		Dale/F	me la	Dedgy(T)	me Out		
 X			3/24/200	4 10:58	4/22/2004 13:04			

-----email:

LINE 1 CUSTOMER STATES UNIT WON'T START WITH KEY TECH COMM: REPLACED STARTER SOLENOID

REPAIR 1 RV REPAIRS

SALE TYPE: CUSTOMER PA \$.00 OPCODE: 49A

PRIMARY TECH: MICHAEL MADISON

FP QTY PRICE SALE TYPE PARTS DESC

OSTD SS605 SOLENOID N 1 22.480 CUSTOMER PAY \$22.48 CH

\$22.48 LINE TOTAL \_\_\_\_\_\_

LINE 2 BATTERY LIGHT CAME ON WHILE DRIVING ON FREEWAY

ALTERNATOR NOT CHARGING

TECH COMM: UNABLE TO VERIFY CUSTOMERS CONCERN

REPAIR 1 ELECTRICAL

OPCODE: 08 SALE TYPE: CUSTOMER PA \$.00

PRIMARY TECH: MICHAEL MADISON

LINE 3

CHECK ENGINE LIGHT KEEPS COMING ON

TECH COMM:

NO CHECK ENGINE LIGHT ON AT THIS TIME CUSTOMER TO TAKE TO CUMMINGS IN SAGINAW IN LIGHT RE-APPEARS

DROVE UNIT TO INDIANA NO LIGHT ON AT THIS

REPAIR

ENGINE

OPCODE: 09

SALE TYPE: CUSTOMER PA \$.00

PRIMARY TECH: MICHAEL MADISON

PASS FRONT LUGGAGE COMP SEAL LEAKS REPLACE WITH LINE 5

ORDERED PART

TECH COMM: REPLACED SEAL

REPAIR ı RV REPAIRS

OPCODE: 49A

SALE TYPE: COACHMEN WA

PRIMARY TECH: THOMAS LAYMAN

LINE 6

SNAPPING NOISE IN FRONT BRAKES WHEN APPLIED

TECH COMM: ADJUSTED FRONT BRAKES

> The Manufacturers Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties. Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

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FAX NO. :18106790092 FROM : MEGAN Jer - Dodge - Jeen - RY www.MarletteChrysler.com www.MarletteRV.com

May. 27 2004 01:28PM P3

State Reg. No. F-141152

SERVICE INVOICE

3755 S. Van Dyke Rd. Marlette, MI 48453 (989) 635-3613 FAX (989) 635-3092

Co.# 01

Solvedor Loses				36799	ANTHO	DNY GOSS	1TCA0839031702741
Salvador Leyva		j	Teg	Oco, Count	Date/Time	n Date/Time Out	
	7. 11.00 (1.				1	3/24/2004 10	0:58 4/22/2004 13:04

OPCODE: 05

SALE TYPE: CUSTOMER PA \$.00

PRIMARY TECH: MICHAEL MADISON \_\_\_\_\_\_

LINE 7 CUSTOMER STATES PASS SIDE REAR INNER TIRE LOSING

AIR

COACHMEN REPAIRED

REPAIR

TECH COMM:

MISC. REPAIRS

CUSTOMER SIGNATURE

OPCODE: 49

SALE TYPE: CUSTOMER PA \$.00

PRIMARY TECH: MICHAEL MADISON

THANK YOU FOR YOUR BUSINESS HAVE A WONDERFUL DAY | |

PARTS ..... \$22.48 TAX (MICHIGAN SALES ) \$1.35 CUSTOMER TOTAL ..... \$23.83 PAYMENT (CASH/CHECK ) \$23.83

The Manufacturers Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

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CONSUMER<sup>SM</sup>
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ERVICES, P.C.

NALD J. BOLZ www.lemonauto.com
IRISTOPHER M. LOVASZ

30928 FORD ROAD GARDEN CITY, MI 48135 (734) 261-4700 FAX: (734) 261-4737

RONALD J. BOLZ
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STEVEN S. TOTH
MARK P. ROMANO
STEVEN G. STANCROFF
TROY T. GORMAN
CHRISTOPHER A. WINKLER
MATTHEW W. DELEZENNE
KARL P. HEIL
BRIAN M. PERKINS

June 9, 2004

Ward M. Powers 44700 N. I-94 Service Dr. Belleville, MI 48112

RE: 2003 Coachmen Motor Home

VIN: 4UZAAJBVX2CL01064

Dear Mr. Powers:

Please be advised that I represent Salvador Leyva regarding the sale of the above-referenced Motor Home purchased at Walt Michal's R.V. Center on or about September 29, 2002. Mr. Leyva, pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2003 Motor Home and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the motor home, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

Mr. Leyva intends to hold Walt Michal's R.V. Center and Coachmen R.V. Company, LLC, liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 600.2919a.

**EXHIBIT C** 

Ward Powers June 9, 2004 Page 2

Since the date Mr. Leyva took delivery, the Motor Home has been in for repairs on at least ten (10) separate occasions and the vehicle has been out of service due to repair for at least 154 days.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with Mr. Leyva must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

Steven S. Toth, Esq.

SST/jmy

CC: Salvador Leyva